



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

RECEIVED

OCT 28 1999

MAS

REPLY TO THE ATTENTION OF

Mr. Lawrence J. Kramer
Vice President, Manufacturing
The Hoover Company
101 East Maple Street
North Canton, Ohio 44720-2597

NOV 12 1999

Re: Hoover Voluntary Agreement

Dear Mr. Kramer:

It is with great pleasure that I am transmitting to you a signed original of the Voluntary Corrective Action Agreement between U.S. EPA and the Hoover Company. I appreciate Hoover's efforts to expedite the corrective action process and its commitment to community involvement in this process. Ms. Monica Satrape of your staff should be commended for her patience, professionalism, technical expertise and personal sacrifices. She was instrumental in negotiating this precedent-setting agreement with my office.

Sincerely,

A handwritten signature in cursive script, reading "Robert Springer".

Robert Springer, Director
Waste, Pesticides and Toxics Division

Enclosure

cc: M.Satrape (enclosure)
E.Kenney (enclosure)

Voluntary Corrective Action Agreement
between
The United States Environmental Protection Agency
and
The Hoover Company

I. Purpose

The United States Environmental Protection Agency (USEPA) and the Hoover Company (Hoover), collectively referred to as the Parties, establish this agreement for Hoover to work independently and voluntarily to investigate, and as necessary, stabilize and remediate releases of hazardous wastes or hazardous constituents at or from the Hoover facility located at 101 East Maple Street, North Canton, Ohio 44720-2597, (the "facility"). The Parties believe that Hoover will appropriately, efficiently and effectively investigate and remediate the facility on an accelerated basis by following the procedures and guidelines set forth herein for Hoover's investigation of the facility, USEPA's review of Hoover's investigation, USEPA's selection of facility-specific remedial actions and Hoover's implementation of agreed upon remedial actions. This Agreement will have fulfilled its purpose and will terminate upon written acknowledgment by USEPA that Hoover has completed its corrective action obligations under RCRA at the facility.

II. Background

Hoover has owned the property on which the facility is located since the late 1800's. Hoover originally manufactured leather goods and had a tannery on the property. Between 1907 and 1918, both electric sweepers and leather goods were manufactured on-site. Prior to World War II, Hoover manufactured electric sweepers, household appliances, and other miscellaneous items. During World War II, commercial manufacturing was interrupted to provide support to the war effort. Soon after World War II, the plant began manufacturing household appliances such as toaster ovens, coffee pots, hand mixers, and electric and steam irons. Today manufacturing is limited to floor care products.

Ohio EPA is authorized to, among other things, operate and enforce its hazardous waste closure program and its corrective action program. USEPA retains concurrent enforcement and corrective action authority.

On July 12, 1989, Hoover submitted a closure plan to Ohio EPA for a hazardous waste drum storage area that Hoover previously operated at the facility. This drum storage area is commonly referred to as the "RCRA regulated unit" or the "drum storage area". Hoover submitted an amendment to that closure plan on June 26, 1997. On November 26, 1997, Ohio EPA approved the amended closure plan. Hoover has not completed closure of the drum storage area.

In addition to the drum storage area, there are other areas on the property, commonly referred to as "solid waste management units" or "SWMUs", which require investigation to identify if a release has occurred and then determine the nature, rate and extent of releases of hazardous wastes or hazardous constituents above facility-specific target levels. Based on these investigations, Hoover may have to conduct remedial actions or corrective measures to address the release or threat of release of hazardous wastes or hazardous constituents at or from the facility.

USEPA and Hoover expect that Hoover will investigate, and as necessary remediate, the RCRA regulated unit and the SWMUs under the guidelines established in this Voluntary Corrective Action Agreement (hereinafter referred to as "the Agreement"). Both Parties recognize that the Ohio EPA will have to approve any activities required to properly close the RCRA regulated unit. Both Parties have discussed the RCRA closure issues and the corrective action approach embodied in this Agreement with Ohio EPA. Ohio EPA has expressed agreement with the approach embodied in this Agreement in a letter dated September 1, 1999.

In order to efficiently coordinate closure of the drum storage area with the facility-wide corrective action work, Hoover will submit to Ohio EPA a request for an extension of time to complete the drum storage closure. Hoover anticipates that the additional time to complete the drum storage closure will provide Hoover with adequate time to complete the facility investigation, complete necessary stabilization measures and agree with USEPA on the final corrective measures for the facility. Hoover will submit an amended closure plan to Ohio EPA for approval within the time period required by Ohio EPA.

Hoover has prepared the following documents in preparation of corrective action and closure activities at the facility:

- a. "Material and Waste Management Areas Inventory," November 1997. Prepared by CH2M HILL for The Hoover Company.

- b. "RCRA Unit Geoprobe Soil and Groundwater Sampling for The Hoover Company, North Canton, Ohio," May 1999. Prepared by CH2M HILL for The Hoover Company and Ohio Environmental Protection Agency.

These documents summarize existing information regarding the facility, and as such are considered to be the equivalent of a Current Conditions Report.

III. GENERAL PROVISIONS, ROLES & RESPONSIBILITIES, STABILIZATION ACTIVITIES, FINAL CORRECTIVE MEASURES AND REPORTS

A. General Provisions

Unless otherwise defined, the Parties recognize that the terms used in this Agreement shall have the definitions provided in RCRA or in regulations promulgated or guidance developed under RCRA.

Hoover will use appropriate risk considerations to determine and propose facility-specific target levels and final clean-up levels for USEPA's review and approval. Target levels (also referred to as risk-based screening levels) are initial chemical concentration levels which will be used to guide decisions on selecting chemicals of concern and conducting further investigation on contaminated environmental media at the site. Clean-up levels will include risk-based goals and may also be influenced by additional factors such as remedial technology limits, analytical detection limits, and cost factors.

Hoover's risk assessments will estimate risk under reasonable maximum exposure for both current and reasonable expected future use scenarios. Hoover's risk assessments will be conducted in accordance with the Risk Assessment Guidance for Superfund (RAGS). Hoover will use appropriate conservative screening values when screening to determine whether further investigation or action is required. Appropriate conservative screening values include but are not limited to those derived from Federal Maximum Contaminant Levels (MCLs), "USEPA's Soil Screening Guidance: User's Guide", USEPA Region 9 Preliminary Remediation Goals (PRGs), ASTM RBCA (PS 104-98) methods, USEPA Region 5 Ecological Screening Levels (ESLs formerly known as EDQLs), USEPA Region 5 Risk-Based Screening Levels (RBSLs), USEPA Region 3 Risk Based Concentration Table, and RAGS.

If facility-specific target levels are exceeded, Hoover will undertake prompt action to ensure protection of human health and

the environment.

Hoover will collect all waste, groundwater, surface water, soil, sediment and air samples in accordance with the Region 5 RCRA Quality Assurance Project Plan (QAPP) Policy (April 1998) as appropriate for the facility. Further, these samples will be sufficient to: 1) identify releases, consistent with the objectives of this Agreement, 2) encompass the extent of such releases, characterize such releases, and characterize release source areas to the extent necessary to assess the risk to human health and the environment, and 3) determine the need for and design of any stabilization and/or final corrective measures. USEPA may, at its discretion, audit laboratories selected by Hoover. Hoover will purchase and analyze any Performance Evaluation (PE) samples USEPA selects for compounds of concern.

To the extent possible, Hoover will notify USEPA in writing at least 15 working days prior to beginning each separate phase of field work performed under this Agreement and prior to collecting samples. At the request of USEPA, Hoover will provide or allow U.S. EPA or its authorized representative to take split or duplicate samples of all samples collected by Hoover pursuant to this Agreement.

Hoover will retain, during the pendency of this Agreement and for a minimum of 6 years after its termination, all data, records, and final documents now in its possession or control or which come into its possession or control which relate in any way to this Agreement or to waste management and/or disposal at the Facility.

B. ROLES AND RESPONSIBILITIES

The Parties agree that Hoover will act in a self-directed and independent manner to complete corrective action at the facility and the tasks required by this Agreement. Hoover is responsible for completing the investigatory and necessary stabilization and remediation activities identified in this Agreement. Hoover will perform the actions specified in this Agreement, in the manner and by the dates identified. Hoover will conduct all work identified in this Agreement in compliance with RCRA and other applicable Federal and State laws and their implementing regulations, and consistent with relevant USEPA guidance documents, as appropriate to the facility. Except as otherwise identified herein Hoover will conduct the work outlined in this Agreement without prior approval of USEPA.

Attachment 8 is a summary of certain program milestones necessary

to complete stabilization and corrective action activities at the facility. The Parties recognize that Hoover's ability and willingness to complete corrective action are dependent on USEPA's timely review, comment and, as appropriate, approval of and agreement between the Parties to the following:

1. Achievement of EI demonstration.
2. Establishment of facility-specific target levels for investigation.
3. Establishment of corrective measures objectives, facility-specific media cleanup levels and termination criteria.
4. Corrective Measures Study recommendations and selection of final corrective measures.
5. Corrective Measures Completion Reports.

At a minimum, USEPA will provide Hoover with timely review, comment and, as appropriate, approval of Hoover's submissions pertaining to the above identified demonstrations, studies or reports. Additionally, at the appropriate time, USEPA will issue a Statement of Basis which selects its preferred corrective measures for the facility. Finally, after Hoover has satisfactorily completed corrective action and submitted the required documentation USEPA will provide for timely termination of this agreement and issuance of a No Further Action Letter.

The Parties agree to meet, at least, on a semi-annual basis to discuss the work proposed and performed under this Agreement. The Parties agree to communicate frequently and in good faith so that Hoover can successfully complete the work identified in this Agreement in accordance with the time frames specified within this Agreement.

USEPA and Hoover will each designate a Project Manager and shall notify each other of the Project Manager it has selected within thirty (30) days of signature of this Agreement. Each Project Manager will be responsible for overseeing the implementation of the work required to implement this Agreement. The Project Managers can agree in writing to revise any deadline contained in this Agreement. The Parties may change their Project Managers, with prior notice.

C. Stabilization Measures

By no later than September 30, 2001 Hoover will control current human exposures to contamination and migration of contaminated groundwater in accordance with USEPA's guidance for documentation of environmental indicators determination, to levels below facility-specific target levels. (See Attachment 7, "February 5, 1999, Interim Final Guidance on Documentation of Environmental Indicators Determinations"). By no later than August 15, 2001 Hoover will submit to USEPA a draft report which documents its efforts to meet the requirements of this paragraph. This draft report shall be referred to as the draft Environmental Indicators (EI) Report. The draft EI Report shall contain completed draft EI Forms (See Attachment 7), all documentation Hoover relied upon to complete the EI Forms and such other information as is necessary for USEPA to determine that Hoover has met the requirements of this paragraph.

In order to meet the requirements of this subsection Hoover will:

- a. Perform phased investigation(s) to identify the nature and extent of releases of hazardous waste and/or hazardous constituents from SWMUs and AOCs at the facility, which may pose an unacceptable risk (i.e. above facility-specific target levels) to human health or the environment, and provide an investigation report(s) to USEPA as they are developed. Attachment 4 describes the schedule and sequence (phasing) of the RCRA Facility Investigation activities at the facility.
- b. Perform activities necessary to determine current unacceptable risks to human health and the environment, with respect to facility-specific target levels.
- c. Propose the remedy-specific cleanup objectives, termination criteria, and point(s) of compliance for the facility, providing the basis and justification for these decisions. Remedy-specific cleanup objectives will be proposed by Hoover and reviewed and approved by USEPA prior to Hoover's implementation of any stabilization measure.
- d. Implement stabilization measures necessary to: control or abate actual threats, prevent imminent threats from occurring, keep contamination problems from increasing in scope, control current human exposures to contamination to within acceptable risk levels, and control the migration of contaminated groundwater.

Hoover shall establish a publicly accessible repository for information regarding facility activities and will conduct public outreach and involvement activities.

D. Final Corrective Measures

Hoover agrees to demonstrate that it has investigated all unacceptable risks to human health and the environment above facility-specific target levels and it has remediated all unacceptable risk to human health and the environment above facility-specific cleanup levels.

Hoover will propose to USEPA by December 31, 2003, final corrective measure(s) for the facility. Hoover will include in its proposal the data, factors and technologies that are necessary for USEPA to make the final corrective measure selection, including, but not limited to, a demonstration that there are no unacceptable risks to human health or the environment above facility-specific target levels from hazardous waste or hazardous constituents at or from the facility under current or reasonable expected future land use or that these risks are adequately addressed. Hoover will include in its proposal a description of all of the corrective measures alternatives that they considered and the justification for their proposed alternative. USEPA may request supplemental information from Hoover if it determines that the proposal and supporting information do not provide an adequate basis for selection of final corrective measure(s). Hoover will provide to USEPA such supplemental information within 90 days after receiving a request from USEPA, assuming additional investigation is not necessary to obtain such information. If additional investigation is necessary, then Hoover will submit within sixty (60) days a schedule for completion of such additional investigation.

Hoover will provide the public with periodic information regarding facility activities through public outreach and involvement activities. USEPA will provide the public with an opportunity to review and comment on the proposed final corrective measure alternative(s) it selects, including USEPA's justification for proposing such final corrective measure(s) (the "Statement of Basis"). Following the public comment period, USEPA will select the final corrective measure(s) for the Facility.

If Hoover agrees with USEPA's final corrective measure(s) then Hoover will implement USEPA's selected corrective measure within 90 days of USEPA's selection. Hoover shall provide a final completion report documenting all work performed as scheduled in

USEPA's approval of the selected final corrective measure. Hoover shall provide this report within 90 days after completion of all construction activities.

E. Progress Reports and Attachments

Hoover will provide program quarterly progress reports to the USEPA. These progress reports will summarize the work performed during the reporting period, data collected, problems encountered, and percent project completed by the 15th day of each month following a quarter. Progress reports that are made following the ninety days after construction completion of any stabilization measure(s), will include summaries of stabilization measure activities documenting work performed, justification of stabilization decisions made, including sampling documentation, risk assessment documentation, construction completion documentation and/or confirmatory sampling results.

The following documents are part of this Agreement and are incorporated by reference into this Agreement:

- a. Attachment 1 - Schedule and sequence (phasing) of RCRA Facility Investigation.
- b. Attachment 2 - Screening Process Diagrams
 1. Attachment 2.a - Selection of Screening Levels for Chemicals in Soil - Perimeter/Offsite
 2. Attachment 2.b - Selection of Screening Levels for Chemicals in Groundwater - Perimeter/Offsite
 3. Attachment 2.c - Data Screening Process - Perimeter Investigation
 4. Attachment 2.d - Selection of Screening Levels for Chemicals in Soil - Onsite Controlled Access Areas
 5. Attachment 2.e - Selection of Screening Levels for Chemicals in Groundwater - Onsite Controlled Access Areas
- c. Attachment 3 - Program Sequence Diagram
- d. Attachment 4 - Program Schedule (To be submitted within thirty days of the date of this Agreement for USEPA's review and approval prior to attachment)
- e. Attachment 5 - Data Management Plan (currently being developed, to be provided for USEPA's review and approval prior to attachment)

- f. Attachment 6 - Process Diagram for Selection of Cleanup Levels (currently being developed, to be provided for USEPA's review and approval prior to attachment)
- g. Attachment 7 - February 5, 1999, Interim Final Guidance for Documentation of Environmental Indicator Determinations.
- h. Attachment 8 - Hoover Program Milestones with Requested Responses from USEPA.

IV. MODIFICATION, TERMINATION AND SATISFACTION.

The express terms of this Agreement may only be modified by mutual agreement of USEPA and Hoover. Any agreed modification shall be in writing, be signed by both parties, shall have as its effective date the date on which it is signed by both parties, and shall be incorporated into this Agreement. Modifications that pertain to the implementation of this Agreement, or attachments to this agreement, may be agreed to and incorporated by written signature of the Project Managers.

Either Party may unilaterally terminate this Agreement upon written notification of the other party. The Parties agree that the unilateral termination of this Agreement will not extend to the six-year record preservation requirements of Section III or the provisions of Section V, Reservation of Rights.

Hoover will conduct a monitoring program to measure the effectiveness of the final corrective measure. Hoover will continue to operate and maintain all necessary elements of the final corrective measure(s) until such time that documentation provides evidence that final corrective action remedy-specific cleanup objectives have been achieved and performance measures and termination criteria have been met. At that time Hoover may request in writing that USEPA terminate this Agreement. Hoover will be responsible for preparing a request for Corrective Measure Completion and Termination.

USEPA may decide that Hoover has completed the corrective measures for the entire facility, for a portion of the facility, or for a specified area, media, unit or release. USEPA may terminate this Agreement when it has determined that Hoover has met the corrective action cleanup objectives for the facility. Hoover will submit documentation that said objectives have been achieved and USEPA will respond in writing indicating whether RCRA corrective action has been completed. If USEPA agrees that RCRA corrective action has been completed it will issue a No Further Action Letter.

V. RESERVATION OF RIGHTS

The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under any Federal law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third party. Nothing in this Agreement relieves Hoover from complying with applicable Federal, State and local laws. Both Parties agree that they may not use this Agreement in any subsequent administrative or judicial proceeding seeking specific performance of this Agreement.

Hoover is solely responsible for the proper performance of work contemplated by this Agreement. USEPA's approval of any documents or work does not constitute final agency action nor is it a warranty or representation that the required cleanup performance standards will be met or that Hoover has obtained the required permits and approvals.

Hoover agrees to indemnify and save and hold harmless the United States Government, its agencies, departments, agents, and employees, from any and all claims or causes of action arising from or on account of acts or omissions of Hoover or its officers, employees, agents, independent contractors, receivers, trustees, and assigns in carrying out activities identified in this Agreement. This indemnification shall not be construed in any way as affecting or limiting the rights or obligations of Hoover or the United States under their various contracts. Hoover shall not be responsible for indemnifying USEPA for claims or causes of action solely from or on account of acts or omissions of U.S. EPA.

Nothing in this Agreement shall constitute or be construed as a release from any claim, cause of action, demand, or defense in law or equity, against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the facility. Hoover waives any claims or demands for compensation or payment under § 106(b), 111, and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. § 9507 for, or arising out of, any activity performed or expense incurred pursuant to this Agreement. Additionally, this Agreement does not constitute any decision on preauthorization of funds under § 111(a)(2) of CERCLA.

VI. EFFECTIVE DATE

This Agreement is effective upon signature of both Hoover Company and USEPA. The effective date will be the date upon which the last Party signs.

DATE: Oct 27 1999BY: Lawrence J. Kramer
Mr. Lawrence J. Kramer
Vice President, Manufacturing
The Hoover CompanyDATE: Oct 28, 1999BY: Robert Springer
Mr. Robert Springer, Director
WPT Division
U.S. ENVIRONMENTAL
PROTECTION AGENCY
REGION 5